

STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS

INVITATION FOR BID

MISSISSIPPI DEPARTMENT OF CORRECTIONS
ATTN: KIMBLEY HENDRIX, PROCUREMENT SPECIALIST
301 NORTH LAMAR STREET
JACKSON, MS 39201
TELEPHONE: 601-359-5600

RFX#: 3160005171

FOOD PRODUCTS FOR SELF-OPERATED FOOD SERVICES

Marshall County Correctional Facility and Walnut Grove Correctional Facility

BIDS MUST BE RECEIVED BY:

Friday, July 8, 2022

NO LATER THAN 2:00 P.M., CST

BIDS WILL BE OPENED:

Friday, July 8, 2022 at 2:00 P.M., CST

(AT LOCATION LISTED ABOVE)

GENERAL CONDITIONS

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL BIDDERS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

1. **DEFINITIONS**:

1.1 Agency – for the purposes of this IFB "agency" shall be defined as the Mississippi Department of Corrections (MDOC).

2. PREPARATION OF BIDS:

2.1 Bids may be submitted through the State of Mississippi's e-procurement system - MAGIC (https://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/). United States Postal Service, delivery service or hand-delivered to Mississippi Department of Corrections at the address listed above. Paper bids are allowed. Bid must be typed or printed in ink. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing bid.

Deliveries of bids via United State Postal Services, delivery service or hand delivered <u>must</u> indicate on the face of the envelope, in addition to the above address, the date and time of the bid opening and the bid number.

- 2.2 To submit bids electronically, bidders must ensure they are registered in the MAGIC system (MAGIC Vendor Information (https://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/) and have received a login, password, and supplier number and that all technical requirements have been met.
- 2.3 Delivery of bids via U. S. Postal Services, delivery service or hand delivered must indicate on the face of the envelope, the above address, the date and time of the bid opening and the bid number.
- 2.4 Failure to examine any specifications and instructions will be at bidder's risk.
- 2.5 Price should be stated "Per Inmate Per Day".
- 2.6 It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the bidder.
- 2.7 Bidders must furnish all information requested in the bid specifications. Further, when required, each bidder must submit for bid evaluation descriptive literature and specifications covering the product offered. Reference to literature submitted with a previous bid or on file with MDOC will not satisfy this provision.
- 2.8 Samples of items, when requested, must be furnished free of expense to MDOC.
- 2.9 Time of performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specification

3. BID SUBMISSION:

- 3.1 When submitting a bid electronically, the authorized signature may be typed or be an electronic signature. When submitting a bid via mail, delivery service or hand-deliver, the authorized signature must be a manual in ink.
- 3.2 Bids and modifications or corrections received after the closing time specified will **not** be considered.
- 3.3 When submitting the response to the IFB in MAGIC, bidder must ensure all questions have been answered within the IFB and all proposed items in bid have a response.
- 3.4 Bidders submitting paper responses should submit responses to the MDOC by the response deadline.
- **4. ACCEPTANCE OF BIDS**: MDOC reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The MDOC reserves the right to modify or cancel in whole or in part it's Invitation for Bids.
- **5. ERROR IN BID:** Bidders are expected to examine the specifications, delivery schedule, bid process, extensions and all instructions pertaining to food products and deliveries. Failure to do so will be at bidder's risk.

MDOC reserves the right to waive minor informalities which are matters of form rather than substance, insignificant mistakes and to allow the bidder to correct them if other bidders are not prejudiced.

- **6. BID OPENING**: Shall be public, on the date and the time specified in the Timeline herein. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bids.
- **7. AWARD:** As the best interest of the State may require, the right is reserved to make award(s) based on the price per inmate per day. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable MS Statutes.
 - 7.1 Contracts and purchases will be made or entered into with the lowest responsive and responsible bidder meeting specifications, except as otherwise specified in the bid specifications.
 - 7.2 A written purchase order or contract award furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall consist solely of these General Conditions, the Instructions and Special Conditions, the successful bidder's bid, and the written purchase order or contract award. The contract shall not be assignable in whole or in part without the written consent of the State.
- **8. FIRM BID PRICE:** Price accepted from bidder submissions shall be firm for the term of the contract except that the State shall receive the benefit of any price decrease in excess of five (5%) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.
- **9. DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
- **10. TAXES:** The MDOC is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request.
- 11. INSPECTION: Inspection and acceptance will be destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist the supplier in the expeditious handling of damage claims, the ordering agency will: a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading. b) Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 5 days of delivery, requesting that the carrier inspect the damaged merchandise. c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier. d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
- 12. CONDITIONS AND PACKAGING: It is understood and agreed that any item(s) offered or

- shipped as a result of this bid shall meet all applicable federal, state and local regulations. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- **13. SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all food products must be handled and shipped in accordance with all applicable health and safety standards.
- **14. INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated in the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoice for payment.
- **15. ANNUAL APPROPRIATIONS:** It shall be understood that any contracts entered into as a result of this bid that shall be in effect subsequent to June 30 of any calendar year is subject to the terms of the non-appropriation clause. This clause provides that any contract which extends past June 30 of any calendar year may be canceled for lack of funds. If this should become necessary MS Department of Corrections is not obligated to order or pay for any item which is not covered by a purchase order dated prior to June 30.
- **16. DELIVERY**: Unless actual date is specified (or if specified delivery cannot be met), bidder must specify the number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the facility, Monday through Friday unless otherwise specified.
- 17. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the Bidder Acknowledgment form attests to this.
- 18. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS: Any manufacturers' name, trade names, information and/or catalog numbers listed in specification are for information and not intended to limit competition. The bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specifications for any item(s). MEASUREMENTS: Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number Bidder shall submit with his bid, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The State of Mississippi reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in compliance with the specifications as listed on the bid form. The purchaser is to be notified of any proposed changes. However, changes shall not be binding upon the State unless evidenced by a Change of Notice issued and signed by the State.
- 19. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications

- shall be directed in writing to this office for receipt no later than five (5) days prior to the bid opening must reference the date of bid opening and bid number.
- **20. AMBIGUOUS BIDS:** Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.
- 21. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications. The data derived from any tests for compliance with specifications are public records and open to examination. Items delivered not conforming to specifications will be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations will also result in: (a) Suppliers name being removed from the vendor mailing list. (b) The State Office of Purchasing and Travel shall be notified of such action taken.
- **22. LIABILITY:** The supplier shall hold and save the State of Mississippi, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
- **23. FACILITIES:** The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

24. GIFTS, REBATE, GRATUITIES:

- a. Acceptance of gifts from bidders is prohibited. No officer or employee of the MDOC, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.
- b. Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.
- **25. BID INFORMATION**: Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 *et seq*.
- **26. PRECEDENCE:** Bids shall be made and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedence.
- **27. COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S.

Government contract price without any liability as the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

- **28. WAIVER:** MDOC reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State.
- 29. CANCELLATION: Any contract or item award may be canceled with or without cause by the State with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel may include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the State due to a Contractor's request for increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months.

The Contractor may cancel a contract for cause with the giving of 30 days written notice of intent to cancel. Cause for the Contractor to cancel may include, but is not limited to the item(s) being discontinued and/or unavailable from the manufacturer.

- **30. SUBSTITUTIONS DURING CONTRACT:** During the term of a contract, if adequate documentation is provided that supports the claim that the contract item(s) are not available, items which meet the minimum specifications may be substituted if approved by MDOC Food Service Director and the substitutions are deemed to be in the best interest of the MDOC.
- **31. APPLICATION:** It is understood and agreed by the bidder that any contract entered into as a result of this Invitation for Bids is established for use by state agencies and all purchases made by these agencies for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the MDOC. Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated

Employees of the MDOC have acted exclusively as agents of the State for the award, consummation, and administration of the contract and are not liable for any performance or nonperformance by the state agencies that utilize the contract.

32. ADDENDA: Addenda modifying specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time to comply with the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

- **33. NONRESPONSIVE BIDS**: Nonresponsive bids will <u>not</u> be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternated products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.
- **34. SPECIFICATION CLARIFICATION:** It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for bid opening. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by the MDOC. The MDOC reserves the right to specify a time frame in which clarification request shall be made.

35. PRE-QUALIFICATION PROCESS:

- 35.1 This IFB shall be advertised in accordance with Section 3.106.05.4 of the *Mississippi Procurement Manual*. The MDOC shall advertise for 14 consecutive days in accordance with Section 31-7-13(c) (i) (1) of the Miss. Code Ann.
- 35.2 Responses to this IFB will be reviewed by the MDOC for responsiveness to specifications.
- 35.3 Bidder shall include specifications, and descriptive literature with their bid.
- 35.4 It is requested that bids be submitted on the basis of statewide distribution. Contractors must maintain adequate distribution capabilities and adequate stock of all items to insure prompt delivery.

36. CONTRACT EXTENSION:

- 36.1 Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the MDOC prior to expiration of the current contract.
- 36.2 The MDOC reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.
- **37. SUSPENSION AND DEBARMENT:** By submitting a bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in federal assistance programs.
- **38. ASSIGNMENT:** The Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MDOC. Any purchase order issued pursuant to this invitation for bid and the monies which may become due hereunder are not assignable except with the prior written approval of the MDOC.
- **39. INDEMINIFICATION:** Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions,

damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

40. FORCE MAJEURE: If the MDOC is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The MDOC shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the MDOC as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the MDOC prior to the new date and time of the bid opening.

Timeline:

Invitation for Bid Issued/ 1st Advertisement	Monday, June 6, 2022
2nd Advertisement	Monday, June 13, 2022
Deadline for Submission of Questions	Thursday, June 23, 2022 by 2:00 p.m., CST
Bidder Submission Deadline (Date and Time)	Friday, July 8, 2022 by 2:00 p.m., CST
Opening (Date & Time)	Friday, July 8, 2022 at 2:00 p.m., CST
Anticipated Bid Evaluations	Monday, July 11, 2022
Anticipated Contract Intent to Award	Thursday, July 14, 2022

Late Submissions: A Bid received at the place designated in the solicitation for receipt of Bids after the exact time specified for receipt will **not** be considered.

INSTRUCTIONS AND SPECIAL CONDITIONS

Purpose: The purpose of this Invitation for Bid is to obtain bids from qualified and interested bidders to provide Food Products and corresponding menus, recipes and order guides for Self-Operated Food Services. One contract will be awarded to one vendor to provide Food Products at the following locations: Marshall County Correctional Facility (MCCF) and Walnut Grove Correctional Facility (WGCF). The contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this IFB.

The successful bidder will be responsible for the procurement and delivery of all food items to ensure that MDOC can prepare its Four-Week Cycle Menus (Appendix A) and Holiday Menus (Appendix B). The menu items will be prepared in accordance with the Index of Recipes Armed Forces Recipe

Services-<u>https://quartermaster.army.mil/jccoe/publications/recipes/index/full_index.pdf</u> or with recipes formatted from the vendor's contracted menu service company.

The successful vendor will be responsible for providing the following special Holiday Meals:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Easter Sunday
- Eid-al-Fitr
- Juneteenth Day
- Fourth of July
- Thanksgiving
- Christmas

Approved Holiday Menus for meals are listed in Appendix B.

Weekly deliveries <u>must</u> be made to MCCF and WGCF (See Appendix C for Facility, Capacity, and Actual Population along with the physical location of each facility).

The successful bidder will be required to have ample inventory on hand at all times to supply each facility with the required amount of food products to prepare and serve the designated menu at each facility for the total inmate population plus thirteen percent (13%). The successful bidder will invoice MDOC based on population plus 13%.

All frozen items must be delivered at a temperature of zero degrees or below and any refrigerated items must be delivered at a temperature of between 35 and 40 degrees.

In case of a shortage, a like for like substitution can be made with prior approval by the MDOC Food Services Director.

Deliveries will be made at the two (2) facilities Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m., CST. All delivery drivers must have NCIC Background Check and be cleared before entering any MDOC facility. Drivers may not bring onto the grounds of any correctional institution items considered contraband: firearms, sharpened instruments or knives, other objects capable of inflicting death, tools, explosives/ammunition, medication (prescription/non-prescription), illegal drugs, electronic devices or parts, escape paraphernalia, staff clothing or uniform related items, tobacco products, cell phones except for driver's personal cell phone, cameras or any other items as mandated by Miss. Code Ann. § 47-5-193 (1972, as amended).

SPECIFICATIONS

The food specification for food products is located in Appendix D. These specifications shall be followed with no deviations or substitutions allowed unless prior approval is obtained from the MDOC Food Services Director with at least 30 days advance notice.

Bids must be priced based on per inmate, per day following the exact menu for each day based on three (3) meals per day per inmate. The meals must average 3100 calories per day, provide at least 80 grams of protein, and be considered heart healthy. Vegetables, with the exception of tomato products, yams, and baked beans, must be fresh or frozen. Canned fruits, tomato products, yams, and baked beans are acceptable. No frozen or powdered eggs will be accepted. The meals are to be

non-pork. Only fluid milk will be allowed. Vendor agrees to supply a nightly snack of peanut butter crackers and unsweetened grape juice for insulin dependent diabetics in the population. Quantities may vary. Vendor agrees to provide substitute products for members of the population who have medically verified allergies or religion-based objections to items on the menu.

Emergency: Emergency is defined, but not limited to, natural or man-made disaster, utility outage (power, gas, and water), pandemic, or other event(s). In the event of an emergency involving bidder such as food production plants, manufacturers, and/or distributors, bidder must have the ability to provide uninterrupted food product deliveries. Bidder should include an emergency plan for food product deliveries with Bid. In the event of an emergency at MDOC facilities, bidder should be able to accommodate an alternative delivery site on a temporary basis. MDOC will notify the vendor of the alternative delivery site. Bidder must acknowledge that all food products will meet or exceed the specifications listed in Appendix D.

USDA Commodities and Food Produced by MDOC

- The MDOC qualifies to receive surplus commodities from the United State Department of Agriculture (USDA). There is no guarantee of the type, or quantity of, commodities that will be available.
- The successful bidder agrees to maximize the utilization of any food items obtained through the commodities program of the USDA or any other similar food source, which will be credited against the weekly invoice at a value determined by the USDA.
- The MDOC will be producing vegetables in their farm operations. Vegetables grown/produced by the MDOC will be utilized and processed by the MDOC and will have priority over purchased items. These items will be credited against weekly invoice. This value will be declared by MDOC based on the USDA Fruit and Vegetable Terminal Markets Standard Report in Atlanta, Georgia adjusted for processing. See Appendix E for History of MDOC Vegetables Produced.

Bidder Responsibilities - Minimum requirements for the successful bidder will be:

- Demonstrate ability to provide and deliver food products to facilities as designated herein. Bidder must submit a listing of past and present institutional consumers along with contact information.
- Provide two (2) years certified financial statements with notes reflecting a capability to sustain operations.
- Acknowledge full responsible and accountable for all food product deliveries.
- Acknowledge compliance with all federal, state, and local laws pertaining to food product delivery.
- Develop and submit an emergency plan for contingent deliveries.
- Transition Plan The purpose of transition planning is to layout the tasks and activities that need to take place to effectively deliver food products requested in this IFB to ensure that the bidder can provide food products without interruption. Bidder is to provide an operating transition plan that will include risks and contingencies, strategies, transition schedule, transition resources, reporting and communication procedures, and transition team.
- Provide a schedule of the proposed delivery system, reflecting time requirements for delivery to all facilities listed in this IFB.
- Acknowledge that the bidder must establish or have in place, if awarded the contract, a regional office in the State of Mississippi which must be maintained throughout the term of the contract. The office cannot be located at any of the MDOC facilities.

MDOC Responsibilities

- Provide a safe and secure delivery site.
- Personnel onsite to receive deliveries.

Quality Assurance

- Acknowledge that copies of selected bidder's product specifications will be available for review and forwarded to MDOC Food Service Director or designee within 48 hours after requested.
- The selected bidder acknowledges it will be expected to provide samples free of charge for testing to ascertain the most acceptable/appropriate products to meet MDOC needs.
- Selected bidder acknowledges that product quality testing will be conducted by the MDOC Food Service Director or designee at the location of his/her choice on an as needed basis or by random sampling according to existing procedures. At the beginning of the proposed contract, the MDOC anticipates the need for a large amount of can cutting and product testing to decide the quality level of the items to purchase. A select number of MDOC personnel will attend these testing sessions. Throughout the contract, additional testing will be performed at the request of the MDOC Food Service Director or designee.

Market Information

- The MDOC expects the selected bidder to provide the MDOC Food Service Director with market information related to product condition and quality, pricing trends and new products, and if appropriate, the bidder shall make recommendations on more appropriate product(s) to use.
- Substitutions and Shortages. All substitutions must be approved by the MDOC Food Service Director or designee. Substitutions must be equal to or better than the contracted items.

Menu Cycle: MDOC will run a four-week menu cycle starting with week one. After the fourth week, the menu will start over again with week one. Every six months the menu may be changed to substitute different meals. Changes will be made only after a menu conference is held with the MDOC Food Services Director and the selected bidder. This will allow MDOC to change products that are not being accepted well by offenders. MDOC will place orders with the bidder two weeks in advance of each cycle. This will allow time to make any necessary menu changes.

OTHER CONDITIONS

Invoicing: The successful bidder shall invoice MDOC at the corresponding cost per inmate, per day on a weekly basis based on the daily midnight count provided by the inmate locator offices. The billing cycle will be Saturday through Friday. The weekly invoice will contain the total population for the week, the corresponding price and the total for each facility. A detailed report showing the count by day for each facility will be provided as backup for the invoice.

Terms of Proposed Contract: Upon acceptance of a bid by the MDOC, and receipt of signed contract, the successful bidder shall be obligated to deliver the stated Food Products in accordance with the specification listed in this IFB. The contract shall be for twenty-four (24) months beginning September 1, 2022 and ending August 31, 2024 with the option to renew for two additional twelve (12) month periods or one (1) year, not to exceed 24 months.

Upon written agreement of both parties at least ninety (90) days prior to contract anniversary date, the contract may be renewed by the MDOC for a period of one (1) successive one-year period. The

total number of renewal years permitted shall not exceed two. The terms and conditions of the contract will remain unchanged.

The bidder must guarantee the prices for the twelve months of the contract. MDOC will conduct a Vendor Review annually in April to discuss food quality, vendor performance, and cost of food. MDOC may consider an increase in Food Product payment per day, if vendor can provide substantive evidence and documentation to grant and increase. Food increase in price per day, if granted, may not exceed five percent (5%) of current year's price per day annually with proof of inflation indicators for example the Consumer Price Index (CPI) or the Product Price Index (PPI).

It shall be the responsibility of the bidder to thoroughly familiarize themselves with the provisions of these specification. After executing the contract, no consideration will be given to any claim of misunderstanding.

The bidder agrees to abide by the rules and regulations as prescribed herein and as prescribed by the MDOC as the same now existing, or may exist hereafter from time-to-time be changes in writing.

Insurance: The proposed bidder is required to provide to MDOC with bid proof of insurance to include, but not limited to the following:

- Workers' Compensation and employee liability insurance (not less than \$100,000)
- Comprehensive General (Public) Liability
 - o Property damage \$1,000,000.00
 - Personal Injury
 - Independent Contractor
 - o Premise/Operations
 - o Contractual Liability/Bodily Injury \$1,000,000.00
 - o Automobile Liability \$1,000,000.00 per occurrence
 - o Fidelity Bond Insurance on Contractor's employees \$50,000.00

Insurance carriers must be licensed or hold Certificate of Authority from the Mississippi Department of Insurance and such certificate shall identify the Contract and contain provisions that coverage afforded under the policies shall not be canceled, terminated, or materially altered.

Performance Bond: The bidder is required to establish and furnish, to the MDOC with the bid, a performance bond in the amount of \$1,000,000.00. Said performance bond shall be in the form of bond issued by an insurance company in the State of Mississippi and countersigned by an agent resident in Mississippi. Said performance bond shall be in force for the life of the contract

BID EVALUATION

Bids will be evaluated based on lowest per inmate per day price and the requirements and specifications set forth herein, which may include criteria to determine acceptability such as inspection, testing, quality, delivery, and suitability for a particular purpose. Those criteria along with the price per inmate per day price will be considered in evaluation for award and shall be objectively measurable where possible. This Invitation for Bids sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids. Only Bidders who are found responsive and responsible will have their Bids considered.

Minimum Qualifications to be Deemed Responsive - In order to be deemed responsive the bidder

must submit:

- Attachment A Bid Cover Sheet in its entirety, signed by authorized representative
- Attachment B Bid Form in its entirely, signed by authorized representative
- Attachment D Certifications and Assurances, signed by authorized representative
- W-9 Form, signed by authorized representative
- Mississippi Secretary of State Registration, if applicable. If not applicable, specify why.
- Two (2) years certified financial statements
- Proof of Insurance (See "Other Conditions")
- Performance Bond (See "Other Conditions")
- 4-cycle menu, meeting caloric and nutritional requirements, along with order guides and recipes, signed off by a Mississippi sanctioned Registered Dietician

Minimum Qualifications to be Deemed Responsible

• Submit Attachment C – References

Bid Package Guidance (Submission Format) - The Bid package must be in a sealed envelope and must contain the required information as detailed in this Invitation for Bid along with the following completed items:

- Bid Cover Sheet (Attachment A)
- Bid Form (Attachment B)
- References (Attachment C)
- Certifications and Assurances (Attachment D)
- W-9 Form
- Mississippi Secretary of State Registration, if applicable. If not applicable, specify why.
- Two (2) years certified financial statements
- Proof of Insurance (See "Other Conditions")
- Performance Bond (See "Other Conditions")

The bidder may be required before the award of any contract to show to the complete satisfaction of the Mississippi Department of Corrections that it has the necessary facilities, ability, and financial resources to provide the services specified therein in a satisfactory manner. The Mississippi Department of Corrections may make reasonable investigation deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Mississippi Department of Corrections all information for the purpose that may be requested. The Mississippi Department of Corrections reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Mississippi Department of Corrections that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein.

References: Each Bidder must furnish a listing of at least two (2) trade references along with the contact person, address, and phone number for each. These references must be familiar with the Bidder's abilities in the areas involved with this solicitation. The Mississippi Department of Corrections will use these references to determine the Bidder's ability to perform the services. It is the responsibility of the Bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their Bid that the contact person and phone number are correct for each reference. The Bidder may submit as many references as desired. The Mississippi Department of Corrections will begin contacting references at the top of the list and will continue down the list until two (2) contacts have been reached. References <u>must</u> be listed on Attachment C.

Award Notification: All participating bidders will be notified of the Mississippi Department of Corrections intent to award a contract. In addition, the Mississippi Department of Corrections will identify the selected bidder. Notice of award is also made available to the public

Protest of Award: Any actual or prospective Bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with Karei McDonald. The protest shall be submitted in writing within seven (7) days after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the Bidder or an individual authorized to sign contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting Bidder must provide facts and evidence to support the protest. A protest is considered filed when received by Karei McDonald, via either U.S. mail, postage prepaid, or personal delivery.

Protest Notice of Decision: A copy of the Notice of Decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

ATTACHMENT A Bid Cover Sheet

The Mississippi Department of Corrections is seeking to establish a contract for food products. Bids are to be submitted as listed below, on or before 2:00 p.m., CST, Friday, July 8, 2022.

PLEASE MARK YOUR ENVELOPE:

IFB#: 3160005171

Opening Date: 2:00 p.m., CST, Friday, July 8, 2022

Mississippi Department of Corrections

ATTN: Kimbley Hendrix 301 N. Lamar Street Jackson, MS 39201

SEALED BID - DO NOT OPEN

Name of Company:	
Quoted By:	
Signature:	
Address:	
City/State/Zip Code:	
Company Representative:	
Telephone:	
Fax:	
E-Mail:	
FEI/FIN # (if company, corporation, or partnership):	
SS# (if individual):	

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started?
How many years and/or months has your company been in the business of providing food products to institutional consumers as called for in this Invitation for Bids?
Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.
Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.
List all licenses or permits your company possesses that are applicable to delivery, distribution, manufacturing, producing or providing food products as required in this Invitation for Bids.
Does the company currently have any on-going litigation that could affect current or future operations based on the outcome of the litigation?

ATTACHMENT B Bid Form for Food Products for Self-Operated Food Services

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required food products
- All required insurance
- All required overhead
- All required transportation

Signature/Date:

- All required labor
- All required business and professional licenses, permits, fees, etc. (if any); and

 Any and all other costs associated with delivery of food products
Pricing Structure: Contractor agrees to furnish food products as specified in this Bid at the rate per inmate per day, for the entire duration of any resulting Contract.
PRICE PER INMATE PER DAY \$
By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:
1. That he/she has thoroughly read and understands this Invitation for Bids, 3160005171, and the attachments herein.
2. That the entity meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 3160005171 and the attachments herein.
3. That the company agrees to all provisions of this Invitation for Bids, 3160005171, and the attachments herein.
4. That the company will provide, without delay, the food products listed in Appendix D required at the prices quoted in this Attachment B .
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.
Printed Name:

ATTACHMENT C References

Reference 1		
Name of Company:		
Dates of Service:		
Contact Person:		
Address:		
City/State/Zip:		
Telephone:		
Fax:		
Reference 2		
Name of Company:		
Dates of Service:		
Contact Person:		
Address:		
City/State/Zip:		
Telephone:		
Fax:		
Reference 3		
Name of Company:		
Dates of Service:		
Contact Dorgons		
Contact Person:		
Address:City/State/Zip:		
Telephone:		
Telephone:Fax:		

The Bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The Mississippi Department of Corrections will begin contacting references at the top of the list and will continue down the list until two (2) contacts have been reached.

ATTACHMENT D Certifications and Assurances

Bidder makes the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related Contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES

Bidder represents that it **has/has not** retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in bid.

2. REPRESENTATION REGARDING GIFTS, REBATES, GRATUITIES

The bidder represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's bid that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title:		
Signature/Date:		

Note: Please be sure to circle the applicable word or words on numbers 1 - 4 provided above. Failure to circle the applicable word or words and/or to sign the Bid Form may result in the Bid being rejected as nonresponsive. Modifications or additions to any portion of this Bid document may be cause for rejection of the Bid.

APPENDIX A Four (4) Week Menu Cycle

	10u1 (4) V	veck within Cycle	
SUNDAY	Buttered Grits Fried Eggs Buttered Biscuit Jelly Fruit Beverage Coffee	Breaded Chicken Patty Rice Gravy Green Beans Roll Sugar Cookies Iced Tea	Turkey & Pinto Beans Iceberg Salad w/Dressing Cornbread Tropical Cake Square w/Powdered Sugar Glaze Iced Tea
	1 Cup 2 Each 1 Large 2 Tbsp	1 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 2 Each	1 Cup 1/2 Cup 1 Large 1 Piece
SATURDAY	Brown Sugar Oatmeal Boiled Eggs Cinnamon Roll Milk Coffee	Fried Bologna w/Gravy Blackeyed Peas Cabbage Cornbread Cake Square Iced Tea	Chicken Meatsuuce w/Spaghetti Iceberg Salad w/Dressing Roll Chocolate Pudding Iced Tea
	1 Cup 2 Each 1 Each 1 Cup	1 Piece 1/4 Cup 1 Cup 1/2 Cup 1 Large 1 Piece	1/2 Cup 1 Cup 1/2 Cup 1 Large 1/2 Cup
FRIDAY	Buttered Grits Scrambled Eggs Buttered Bascuit Pepper Gravy Fruit Beverage Coffee	Chicken Sausage Rice Red Beans Combread Gelatin Iced Tea	Turkey & Baby Lima Beans Diced Carrots Combread White Cake Square w/Powdered Sugar Glaze Fruit Beverage
	1 Cup 1/2 Cup 1 Large 1/2 Cup	1 Each 1 Cup 1/2 Cup 1/2 Cup 1/2 Cup	1 Cup 1/2 Cup 1 Large 1 Piece
THURSDAY	Cheesy Grits Boiled Eggs Spice Cake Fruit Beverage Coffee	Meatballs Buttered Noodles w/Gravy Colesław Roll Lemon Pudding	Charbroiled Patty w/Gravy Macaroni and Cheese Mixed Vegetables Combread Oatmeal Cookies Fruit Beverage
	1 Cup 2 Each 1 Piece	6 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 1/2 Cup	1 Each 1/4 Cup 1 Cup 1/2 Cup 1 Large 2 Each
WEDNESDAY	Chicken Sausage Patties Pancakes Syrup Milk Coffee	Chicken Leg Quarter Mashed Potatoes Gravy Cabbage Roll Gelatin	Ham, Macaroni & Cheese Green Beans Roll Yellow Cake Square w/Powdered Sugar Glaze Fruit Beverage
	2 Each 4 Each 1/4 Cup 1 Cup	1 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 1/2 Cup	1 Cup 1/2 Cup 1 Large 1 Piece
TUESDAY	Buttered Grits Boiled Eggs Spice Cake Fruit Beverage Coffee	Chili w/Beans Coleslaw Combread Vanilla Pudding Iced Tea	Chicken Pot Pie Coleslaw Sugar Cookies Fruit Beverage
	1 Cup 2 Each 1 Piece	1 Cup 1/2 Cup 1 Large 1/2 Cup	1 Cup 1/2 Cup 2 Each
MONDAY	BREAKFAST 1 Cup Buttered Coatmeal 2 Each Chicken Sausage Patties Large Buttered Biscuit 2 Cup Pepper Gravy Fruit Beverage Coffee	urkey Chunks w/Gravy Buttered Noodles lifornia Mix Vegetables Roll Vanilla Pudding Iced Tea	ER Chicken Sausage Rice Gravy Diced Carrots Combread Orange Cake Square wiPowdered Sugar Glaze Fruit Beverage
	BREA 1 Cup 2 Each 1 Large 1/2 Cup	LUNCH 1/2 Cup T 1 Cup 1/2 Cup C3 1 Large 1/2 Cup	S U P P E R 1 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 1 Piece (

SUNDAY	Buttered Grits Fried Eggs Buttered Biscuit Jelly Fruit Beverage Coffee	Turkey Chunks w/Gravy Rice Mixed Vegetables Combread Chocolate Pudding Iced Tea	Sloppy Joe on Roll Baked Beans Colesław Chocolate Pudding Iced Tea
	1 Oup 2 Each 1 Large 2 Tbsp	1/2 Oup 1 Oup 1/2 Oup 1 Large 1/2 Oup	1 Each 1 Oup 1/2 Oup 1/2 Oup
SATURDAY	Brown Sugar Catmeal Boiled Eggs Cinnamon Roll Milk Coffee	Charbroiled Patty W.Gravy Macaroni and Cheese Baby Lima Beans Combread Gelatin Iced Tea	Chicken Sausage Rice WiGravy Green Beans Combread Sugar Cookies Iced Tea
	1 Cup 2 Each 1 Each 1 Cup	1 Each 1/4 Cup 1 Cup 1/2 Cup 1/2 Cup 1/2 Cup	1 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 2 Each
FRIDAY	Buttered Grits Scrambled Eggs Buttered Biscutt Pepper Gravy Fruit Beverage Coffee	1 Oup Chicken & Rice Casserole 1 Each 12 Cup Colesiaw 1/4 Cup 1.arge Roll 1 Cup 12 Cup Vamilla Pudding 1/2 Cup 1ced Tea 1 Large	Chicken Gizzards Mashed Potatoes W/Gravy Peas & Carrols Combread Oatmeal Cookies Fruit Beverage
	1 Cup 1/2 Cup 1 Large 1/2 Cup	1 Cup 1/2 Cup 1 Large 5s1/2 Cup	1/2 Cup 1 Cup 1/4 Cup 1/2 Cup 1 Large 2 Each
THURSDAY	Cheesy Grits Boiled Eggs Spice Cake Fruit Beverage Coffee	1 Each Breaded Chicken Patty 1 Cup 1 Cup Rice 1./2 Cup 4 Cup w/Gravy 1 Large 7.2 Cup California Mixed Vegetables1.2 Cup Roll 7.2 Cup Gelatin 1.ced Tea	Charbroiled Patty W/Gravy Macaroni and Cheese Iceberg Salad w/Dressing Combread Brownie Fruit Beverage
	1 Cup 2 Each 1 Piece	1 Each 1 Cup 1/4 Cup 1/2 Cup C 1 Large 1/2 Cup	1 Each 1/4 Cup 1 Cup 1/2 Cup 1 Large 1 Each
WEDNESDAY	Chicken Sausage Parties Pancakes Syrup Milk Coffee	Chicken Leg Quarter Mashed Potatoes WGravy Green Beans Roll Tropical Cake Square W/Powdered Sugar Glaze Iced Tea	Meatballs Buttered Noodles w/Gravy Diced Carrots Combread Yellow Cake Square w/ Powdered Sugar Glaze Fruit Beverage
	2 Each 4 Each 1/4 Cup 1 Cup	1 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 1 Piece	6 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 1 Piece
TUESDAY	Buttered Grits Boiled Eggs Spice Cake Fruit Beverage Coffee	Fried Bologna Rice w/Gravy Blackeyed Peas Roll Gelatin Iced Tea	1 Oup Turkey & Great Northern Beans 1 Oup Rice Rice Combread Large Combread Sugar Cookies Fruit Beverage
	1 Cup 2 Each 1 Piece	1 Piece 1 Oup 1/4 Oup 1/2 Oup 1 Large 1/2 Oup	1 Cup 1 Cup 1/2 Cup 1 Large 2 Each
MONDAY	BREAKFAST 1 Oup Buttered Oatmeal 2 Each Chicken Sausage Patties Large Buttered Biscuit 7 Oup Pepper Gravy Fruit Beverage Coffee	H Chicken Sausage Rice Mixed Vegetables Combread Vanilla Pudding Iced Tea	E R Charbroiled Patty Mashed Potatoes w/Gravy Green Beans Roll Orange Cake Square w/Powdered Sugar Glaze Fruit Beverage
	BREA 1 Oup 2 Each 1 Large 1/2 Oup	LUNCH 1 Each 1 Oup 1/2 Oup 1 Large 1/2 Oup	S U P P E R 1 Each 1 Ap 1/4 Ap 1/2 Ap 1 Large 1 Large 1 Piece (

SUNDAY	Buttered Grits Fried Eggs Buttered Biscuit Jelly Fruit Beverage Coffee	Chicken Sausage Rice W/Gravy Cabbage Roll Gelatin Iced Tea	Charbroiled Patty Mashed Potatoes w/Gravy Mixed Vegetables Roll Gelatin Iced Tea
	1 Cup 2 Each 1 Large 2 Tbsp	1 Each 1 Oup 1/4 Oup 1/2 Oup 1 Large 1/2 Oup	1 Each 1 Oup 1/4 Oup 1/2 Oup 1 Large 1/2 Oup
SATURDAY	Brown Sugar Oatmeal Boiled Eggs Cunamon Roll Milk Coffee	1 Cup Spanish Rice and Turkey Casserole Casserole Casserole Roll Large White Cake Square Whece White Cake Square I Piece Tea	Sloppy Joe on Roll Baked Beans Coleslaw Orange Cake Square w/Powdered Sugar Glaze Fruit Beverage
	1 Cup 2 Each 1 Each 1 Cup	1 Cup 1/2 Cup 1 Large 1 Piece	1 Each 1/2 Cup 1/2 Cup 1 Piece
FRIDAY	Buttered Grits Scrambled Eggs Buttered Biscuit Pepper Gravy Fruit Beverage Coffee	Turkey & Pinto Beans Iceberg Salad w/Dressing Roll Gelatin Iced Tea	Meatballs Rice Gravy Cabbage Combread Sugar Cookies Fruit Beverage
	1 Cup 1/2 Cup 1 Large 1/2 Cup	1 Cup 11/2 Cup 1 Large 1/2 Cup	6 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 2 Each
THURSDAY	Cheesy Grits Boiled Eggs Spice Cake Fruit Beverage Coffee	1 Cup Chicken & Dumplings 1 Cup 1/2 Cup California Mixed Vegetables 1/2 Cup 1 Large Combread 1 Large 1/2 Cup Vanilla Pudding 1/2 Cup 1 Ced Tea	Charbroiled Patty Rice Gravy Diced Carrots Combread Lemon Pudding Fruit Beverage
	1 Cup 2 Each 1 Piece	1 Cup 1/2 Cup C 1 Large 1/2 Cup	1 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 1/2 Cup
WEDNESDAY	Chicken Sausage Patties Pancakes Syrup Milk Coffee	Chicken Leg Quarter Pinto Beans Diced Carrots Combread Tropical Cake Square wPowdered Sugar Glaze Iced Tea	Fried Bologna Rice Gravy Pinto Beans Combread Oatmeal Cookies Fruit Beverage
	2 Each 4 Each 1/4 Oup 1 Oup	1 Each 1 Oup 1/2 Oup 1 Large 1 Piece	1 Slice 1 Oup 1/4 Oup 1/2 Oup 1 Large 2 Each
TUESDAY	Buttered Grits Boiled Eggs Spite Cake Fruit Beverage Coffee	1 Oup Turkey & Great Northern Beans 1 Oup Rice 2 Oup Peas & Carrots Large Combread 2 Oup Vanilla Pudding Iced Tea	Chicken Pot Pie Colesław Buttered Biscuit Orange Cake Square w/Powdered Sugar Glaze Fruit Beverage
	1 Cup 2 Each 1 Piece	1 Cup 1 Cup 1/2 Cup 1 Large 1/2 Cup	1 Oup 1/2 Oup 1 Large 1 Piece
MONDAY	FAST Buttered Oameal Chicken Sausage Patties Buttered Biscuit Pepper Gravy Fruit Beverage Coffee	Meatsauce w/Spaghetti Mixed Vegetables Roll Lemon Pudding Iced Tea	Chicken Saussige Rice Red Beans Cabbage Combread Yellow Cake Square WPowdered Sugar Glaze Fruit Beverage
	BREAKFAST 1 Cup Butt 2 Each Chicket 1 Large But 1/2 Cup Pe	LUNCH 1/2 Cup 1/2 Cup 1/2 Cup 1 Large 1/2 Cup	S UPPER 1 Each 1 Cup 1/2 Cup 1/2 Cup 1 Large 1 Large

SUNDAY	Buttered Grits Fried Eggs Buttered Biscuit Jelly Fruit Beverage Coffee	1 Each Charbroiled Patty 14 Cup Gravy 1 Cup Macaroni and Cheese 12 Cup California Mixed Vegetables 11 Large Roll 12 Cup Gelatin 12 Cup Iced Tea	Fried Bologna Rice w/Gravy Cabbage Cornbread Sugar Cookies Iced Tea
	1 Cup 2 Each 1 Large 2 Tbsp	1 Each 1/4 Cup 1 Cup 1/2 Cup Cal 1 Large 1/2 Cup	1 Slice 1 Cup 1/4 Cup 1/2 Cup 1 Large 2 Each
SATURDAY	Brown Sugar Catmeal Boiled Eggs Cunamon Roll Milk Coffee	Chicken Spaghetti Mxed Vegetables Combread Chocolate Pudding Iced Tea	Breaded Chicken Patty Mashed Potatoes Coleslaw Combread Brownie Fruit Beverage
	1 Cup 2 Each 1 Each 1 Cup	1 Cup 1/2 1 Large 1/2 Cup	1 Each 1 Cup 1/2 Cup 1 Large 1 Each
FRIDAY	Buttered Grits Scrambled Eggs Buttered Biscuit Pepper Gravy Fruit Beverage Coffee	Charbroiled Patty Noodles Gravy Diced Carrots Roll Gelatin Leed Tea	Turkey & Pinto Beans Rice Green Beans Combread Yellow Cake Square WPowdered Sugar Glaze Fruit Beverage
	1 Cup 1/2 Cup 1 Large 1/2 Cup	1 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 1/2 Cup	1 Cup 1 Cup 1/2 Cup 1 Large 1 Piece
THURSDAY	Cheesy Grits Boiled Eggs Spice Cake Fruit Beverage Coffee	Breaded Chicken Patty Mashed Potatoes Pepper Gravy Mixed Vegetables Roll Chocolate Pudding Iced Tea	Spanish Rice & Turkey Casserole Coleslaw Roll Oameal Cookies Fruit Beverage
	1 Cup 2 Each 1 Piece	1 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 1/2 Cup	1 Cup 1/2 1 Large 2 Each
WEDNESDAY	Chicken Sausage Patties Pancakes Syrup Milk Coffee	Chicken Leg Quarter Mashed Potatoes w/Gravy Diced Carrots Combread Gelatin Iced Tea	Meatballs Gravy Noodles Green Beans Roll Stagar Cookies Fruit Beverage
	2 Each 4 Each 1/4 Cup 1 Cup	1 Each 1 Cup 1/4 Cup 1/2 Cup 1 Large 1/2 Cup	6 Each 1/4 cup 1 Cup 1/2 Cup 1 Large 2 Each
TUESDAY	Buttered Grits Boiled Eggs Spice Cake Fruit Beverage Coffee	Chicken Gizzards Rice W/Gravy Cabbage Combread Vanilla Pudding Iced Tea	1 Cup Turkey & Potato Casserole 6 Each 2 Cup Iceburg Salad w/Dressing 1/4 cup Large Brownie 1/2 Cup Piece Brownie 1/2 Cup Thuit Beverage 1 Large 2 Each
	1 Cup 2 Each 1 Piece	1/2 Cup 1 Cup 1/4 Cup 1/2 Cup 1 Large 1/2 Cup	1 Cup 1/2 Cup 1 Large 1 Piece
MONDAY	BREAKFAST 1 Cup Buttered Oatmeal 2 Each Chicken Sausage Patries 1 Large Buttered Biscuit 7 Cup Pepper Gravy Fruit Beverage Coffee	H Turkey & Pinto Beans Green Beans Combread Gelatiin Iced Tea	P. R. Chicken Spaghetti Diced Carrots Roll Orange Cake Square W/Powdered Sugar Glaze Fruit Beverage
	BREAK 1 Cup 2 Each 1 Large 1/2 Cup	LUNCH 1 Cup 1/2 Cup 1 Large 1/2 Cup	SUPPER 1 Cup 1/2 Cup 1 Large 1 Piece (

APPENDIX B Holiday Menus NEW YEAR'S DAY SMOKED TURKEY HAM 4 OZ **BLACK-EYED PEAS** 4 OZ**RICE** 4 OZ**SMOTHERED CABBAGE** 4 OZ **CANDIED YAMS** 4 OZ**CORNBREAD** 1 EA FROSTED CAKE 1 EA ICED TEA 10 OZ MARTIN LUTHER KING DAY FRIED CATFISH 4 OZFRENCH FRIES OR TOTS 4 OZ**COLE SLAW** 4 OZ 3 EA **HUSHPUPPIES** PECAN OR CHERRY PIE 1 EA ICED TEA 10 OZ KETCHUP 2 OZ**GOOD FRIDAY** FRIED FISH - CATFISH OR 4 OZ **PANGASIUS OVEN FRIED POTATOES** 4 OZ**CORN** 4 OZ**COLE SLAW** 4 OZ3 EA HUSHPUPPIES KETCHUP 2 EA PEACH/APPLE COBBLER 4 OZ 10 OZ ICED TEA **EASTER SUNDAY** 8 OZ CHICKEN AND DRESSING CHICKEN GRAVY 2 OZ**DEVILED EGGS** 2 EA SEASONED GREEN BEANS 4 OZBUTTERED DINNER ROLL 1 EA 2 OZCRANBERRY SAUCE 4 OZ**CANDIED YAMS**

ICED TEA

PIE

COCONUT CAKE OR LEMON

10 OZ

1 EA

EID-AL-FITR

VENDOR WILL SUPPLY BOTH A CHICKEN LEG QUARTER AND SMOKED NON-PORK SAUSAGE

TO BE SERVED WITH REGULAR SCHEDULE SIDE DISHES

JUNETEENTH

BBQ CHICKEN LEG QTR	7OZ
SMOKED SAUSAGE	3OZ
POTATO SALAD	4 OZ
BLACK-EYED PEAS	4 OZ
COLLARD GREENS	4 OZ
RED GELATIN W/FRUIT	4 OZ
FRUIT PUNCH	10 OZ
SPICY CORNBREAD	1 EA

4th Of JULY

HAMBURGER W/SPLIT BUN*	4 OZ
HOT DOG W/SPLIT BUN*	3.2 OZ
MUSTARD/KETCHUP/MAYO	3 EA
LETTUCE LEAF/PICKLE	1 EA
BAKED BEANS	4 OZ
CORN ON THE COB	1 EA
ICE CREAM - 1/2 PINT	1 EA
WATERMELON	1/4 EA
ICED TEA	10 OZ

^{*}GRILLED OUTSIDE ON PIT

THANKSGIVING DAY

ROASTED TURKEY	4 OZ
DRESSING	8 OZ
CORN CASSEROLE	4 OZ
TURKEY GRAVY	2 OZ
CRANBERRY SAUCE	2 OZ
SEASONED PEAS	4 OZ
BUTTERED DINNER ROLL	1 EA
PECAN PIE	1 EA
ICED TEA	10 OZ

CHRISTMAS DAY

ROASTED TURKEY BREAST	4 OZ
CORNBREAD DRESSING	8 OZ
TURKEY GRAVY	2 OZ
CANDIED YAMS	4 OZ
GREEN BEAN CASSEROLE	4 OZ
CRANBERRY SAUCE	2 OZ
BUTTERED DINNER ROLL	1 EA
PECAN PIE OR FRUIT PIE*	1 EA
ICED TEA	10 OZ

*MPAE PROVIDES PECANS; IF PECANS ARE NOT AVAILABLE, FRUIT PIES WILL BE SUBSTITUTED

APPENDIX C Facility, Capacity, Actual Population and Physical Locations

Marshall County Correctional Facility (MCCF)
833 West Street
Holly Springs, 38634
(662) 252-7111
Current Population-677 Inmates*
Capacity-900 Inmates

Walnut Grove Correctional Facility (WGCF)
1650 Mississippi Highway 492
Walnut Grove, 39189
601-253-0700
Current population-70 Inmates*
Capacity- 900 Inmates

*Current Population as of April 2, 2022

APPENDIX D Food Product List with Monthly Volumes for Current Population of 1000

DAIRY		
Cheese, Cheddar, Imit, Shredded CASE	4/5 Pounds	15
Milk, Whole, 8 oz Carton CASE	48 1 Each	167
Egg, Fresh, Medium CASE	180 1 Each	234
Margarine CASE	30/1 pound	252
-	-	
FROZEN VEGETABLES		
Beans, Green, Frozen, Cut CASE	20 #	108
Carrots, Diced, Frozen CASE	20 #	118
Peas & Carrots, Frozen CASE	20 #	24
Vegetables, Mixed, 4-way, Frozen CASE	20 #	115
*Vegetables California Blend, Frozen, CASE	20 #	50
*Potatoes, Frozen, Diced CASE	66#	6
PROTEINS		
*Charbroiled Patty CASE	180 1 Each	45
*Meatballs CASE	1280 1 Each	19
*Smoked Sausage, Chicken CASE	53 3 ounces	114
*Bologna, Turkey CASE	2 10 pounds	25
Chicken Gizzards CASE	4 10 Pounds	13
Chicken Leg Quarters, CASE	60 1 each	67
*Chicken Patty, Breaded CASE	213 1 each	19
*Chicken, Rotisserie, Ckd, CS (Or Raw Bnls Sknls Chick Thigh)	8 2.5 pounds	60
*Sausage, Chicken Breakfast Patty CASE	640 1 each	25
*Turkey Ends & Pieces CASE	3 6.5 Pounds	61
*Turkey Ham, Diced CASE	4 5 pounds	7
Turkey, Ground, Raw CASE	4 5 pounds	65
Beef, Ground, Raw 73/27 CASE	8/10 pounds	20
PRODUCE		
Cabbage, Green, Fresh, Head, Large CASE	50 Pounds	61
Celery, Fresh, Bunch BAG	6 1 each	10
Lettuce, Iceberg, Fresh, Head CASE	24 each	12
Onions, Fresh BAG	50 pounds	13
Peppers, Green, Fresh, Medium BAG	5 pounds	15
reppers, Green, Fresh, Medium Brio	5 pounds	15
DRY GOODS		
Cereal, Hot Oat, Quick CASE	50 pounds	10
Grits CASE	50 pounds	24
Pasta, Egg Noodles, Dry CASE	10 pounds	50
Pasta, Macaroni, Dry, Elbow CASE	2 10 pounds	24
Pasta, Spaghetti, Dry CASE	2 10 pounds	25
Rice, Parboiled CASE	50 pounds	47

Ketchup, Tomato, Canned CASE	6 #10 cans	2
Mayonnaise, Heavy Duty CASE	4 1 gallon	6
Oil, Salad, Soybean PAIL	35 pounds	6
Bay Leaf, Dried, Whole BOTTLE	8.5 ounces	1
Chili Powder CASE	5 pounds	1
*Cinnamon, Ground CASE	5 pounds	1
Cumin, Ground BOTTLE	12.5 ounces	2
Extract, Vanilla, Imit GALLON	gallon	1
*Garlic Powder CASE	· ·	-
	6 pounds	1
Mustard, Dry BOTTLE	11 ounces	4
Onion Powder CASE	6 pounds	1
Pepper, Black, Ground CASE	5 pounds	3
Salt BAG	25 pounds	10
Thyme, Ground BOTTLE	6 ounces	6
Biscuit Buttermilk Mix CASE	50 pounds	26
Brownie Mix CASE	50 pounds	7
Cake Mix, Devils Food CASE	50 pounds	3
Cake Mix, Spice CASE	50 pounds	17
Cake Mix, White CASE	50 pounds	21
Cake Mix, Yellow CASE	50 pounds	9
Cookie Mix, Oatmeal, CMC CASE	50 pounds	11
Cookie Mix, Sugar, CMC CASE	50 pounds	18
*Cornbread Mix CASE	50 pounds	90
Flour, All Purpose BAG	50 pounds	1
Flour, Self-Rising CASE	50 pounds	1
*Gravy Mix, Brown CASE	6 14 ounces	60
*Gravy Mix, Pepper CASE	6 24 ounces	45
Pancake, Mix CASE	50 pounds	16
*Roll &Bread Mix CASE	50 pounds	50
Gelatin Mix, Red CASE	12 24 ounces	21
Pudding Mix, Chocolate, Bernard or equal CASE	36 pounds	10
Pudding Mix, Vanilla, Bernard or equal CASE	36 pounds	20
*Coffee, Bernard or equal Instant sweetened CASE	24 5 ounces	15
Fruit Bev Base, Orange (Bernard or equal) CASE	24 8.5 ounces	19
Fruit Bev Base, Tropical Frui (Bernard or equal) CASE	72 5 ounces	11
*Tea, Bernard or equal Instant sweetened CASE	72 5 ounces	6
Sauce, Cheese, CASE	6 #10 cans	13
Sauce, Worcestershire CASE	4 1 gallon	1
Vinegar, Distilled, White CASE	4 1 gallon	2
Base, Beef, Dry CASE	25 pounds	2
Base, Chicken ,Dry CASE	25 pounds	2
Soup, Cream of Chicken, Canned, Cond CASE	12 50 ounces	4
Soup, Cream of Mushroom, Condensed CASE	12 50 ounces	7
Jelly, Grape CASE	6 #10 cans	7
Sugar ,Brown, Light CASE	25 pounds	6
Sugar, Granulated BAG	50 pounds	2
Sugar, Powdered CASE	50 pounds	14
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Syrup, Pancake & Waffle CASE	4 1 gallon	16
CANNED VEGETABLES & FRUITS		
Beans Vegetarian with Tomato Sauce CASE	6 #10 Cans	20
Mushroom, Stem & Pieces CASE	6 96 Ounces	2
Sauce, Tomato, Canned CASE	6 #10 Cans	15
Tomatoes, Canned, Diced, in Juice CASE	6 #10 Cans	18
Applesauce, Unsweetened	6 #10 Cans	6
Fruit Cocktail in juice	6 #10 Cans	4
DRIED/DEHYDRATED BEANS & POTATOES		
Beans, Great Northern, Dry BAG	25 Pounds	10
Beans, Kidney, Light, Dried BAG	25 Pounds	11
Beans, Lima, Baby, Dry CASE	25 Pounds	13
Beans, Pinto, Dry CASE	50 Pounds	15
Peas, Black-Eyed, Dry BAG	25 Pounds	11
Potatoes, Granules, Dry CASE	40 Pounds	16

NOTE: ALL MIXES COMPLETE, ADD WATER ONLY

^{*} PRODUCTS MUST PASS APPROVAL OF MDOC COMMITTEE

APPENDIX E

HISTORY OF MDOC VEGETABLES PRODUCED

Mississippi Prison Agricultural Enterprises (MPAE) farms approximately 5,000 acres of land., growing crops such as Corn, Wheat, and Soybeans. MPAE also grows vegetables and some fruit. MPAE uses the fruits and vegetables to help reduce MDOC's food cost by harvesting and processing these items to use in the preparation of the food for the offenders menu

The vegetables and fruit that are grown are as follows:

Early June Peas,	Broccoli	Yellow Squash	Watermelons
Lima Beans	Cabbage	Okra	Cantaloupes
Green Beans	Purple Hull Peas	Mustard Greens	Blueberries
Corn	Black eye Peas	Turnip Greens	Turnip Bottoms
Pecans			

Pecans

In the year 2018 MPAE processed approximately \$200,000.00 in fruits and vegetables to help reduce Food Cost

In the year 2019 MPAE processed approximately \$150,000.00 in fruits and vegetables to help reduced food cost

To date in the year 2020 MPAE has processed over \$110,000.00 in fruits and vegetables. The following crops have not been harvested: watermelons, cantaloupes, and pecans. Fall crops have been planted and include Broccoli, Cabbage, Squash, Green Beans, Mustard Greens, Turnip Greens, Turnip Bottoms, Black eye Peas, and Purple Hull Peas.

MPAE anticipates harvesting over \$200,000.00 in 2020.

Plans are to continue to add more acreage to the Garden Crops each year with a goal of over \$600,000.00 by the year 2024.